

CITY OF FAIRFIELD

RESOLUTION NO. 2016 - 256

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD APPROVING
THE PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO NEW
IMAGE LANDSCAPE COMPANY FOR THE LANDSCAPE MAINTENANCE OF THE
DOWNTOWN LIGHTING AND LANDSCAPE MAINTENANCE DISTRICT**

WHEREAS, the bid opening for the Downtown Lighting and Landscape Maintenance District took place on October 20, 2016; and

WHEREAS, the apparent low bidder was New Image Landscape Company in the amount of \$60,000; and

WHEREAS, staff has reviewed the bid documents from New Image Landscape Company and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to New Image Landscape Company.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The plans and specifications for the Downtown Lighting and Landscape Maintenance District are hereby approved.

Section 2. The City Manager is authorized and directed to enter into a contract with New Image Landscape Company in the amount of \$60,000.

Section 3. The Public Works Director is authorized to extend the contract for four (4) additional twenty-four (24) month periods with the same terms and conditions including a negotiated compensation adjustment not to exceed the October CPI of the current contract year for the San Francisco/Bay Area Urban Wage Earner.

Section 4. The Public Works Director is authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 15th day of November, 2016, by the following vote:

AYES: COUNCILMEMBERS: PRICE/TIMM/BERTANI/~~MOYA~~VACCARO

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: Moy

ABSTAIN: COUNCILMEMBERS: NONE

[Signature]
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), dated January 11, 2017, by and between CITY OF FAIRFIELD, party of the first part, (hereinafter called the "CITY"), and NEW IMAGE LANDSCAPE COMPANY, party of the second part, (hereinafter called the "CONTRACTOR").

RECITALS:

WHEREAS, the CITY is the owner of real properties in the city known as

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

(hereinafter referred to as the "Property") made a part of this Agreement by reference; and

Whereas, the CITY and CONTRACTOR have agreed that CONTRACTOR shall be responsible for the actual maintenance of certain (the "Improvements"), to wit, the landscaping, and the costs therefore shall be paid to CONTRACTOR by the CITY, and that all other costs shall be paid by the CITY directly.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this Agreement is to assure continued maintenance and care of the Improvements installed in accordance with the plans previously approved by the CITY.

2. Properties Subject to Agreement. The properties as herein referred to, includes the areas outlined on plans available for review at City Hall.

2.1 Scope of Work. CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary and to perform all of the work described in the specifications all in accordance with the requirements and provisions of the following documents which are hereby made a part of this Agreement:

- | | | |
|-----|--|---------------------------|
| (a) | Specifications for Landscape Maintenance dated | <u>September 19, 2016</u> |
| (b) | The accepted bid dated | <u>October 20, 2016</u> |
| (c) | Instructions to bidders, | <u>September 19, 2016</u> |
| (d) | City of Fairfield Standard Specifications and details dated January 1988 | |
| (e) | Performance Bond dated | _____ |
| (f) | Labor and Materials Bond dated | _____ |

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Technical Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing January 1, 2017, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Downtown Business District)	Month	24	\$2,500.00	\$60,000.00
TOTAL BID:					\$60,000.00

Note: Contractor shall bid on all Base Bid Items. The basis of award shall be based on the Base Bid. Failure to bid on all items will be cause to reject contractor's bid.

4.2 Extra Work.

On occasion, the CITY may ask the CONTRACTOR to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: 15% Markup on materials.

_____.

_____.

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____.

\$175/hour – first hour.

\$100/hour – subsequent hours (2 hour minimum).

All extra work shall be approved in advance in writing by the CITY. The extra work proposal shall include the following: scope of work; cost of work; and time of completion. Unauthorized work shall be at the CONTRACTOR's expense. Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the CONTRACTOR will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. The CITY reserves the rights to have another contractor perform extra work if the CONTRACTOR's proposal is not acceptable to the LMM.

5. Costs Paid by City.

5.1 The following costs shall be paid directly by the CITY:

5.1.1 All utility costs including, but not limited to: PG&E and water.

5.1.2 Cost of street light maintenance.

5.1.3 All other costs as may lawfully be covered by the CITY.

6. City May Maintain Landscaping.

6.1 Temporary Default. CONTRACTOR agrees that in the event CONTRACTOR fails to perform any of the duties specified in Paragraph 3, above, the CITY may elect to serve written notice of its intent to enter the area to promptly perform the required maintenance. Such notice shall be served personally, or by certified mail, return receipt requested, upon CONTRACTOR, at least fourteen (14) days in advance of the date when the CITY intends to enter the area for the purpose stated in this paragraph. CONTRACTOR may void the notice and the CITY's right to enter and perform the maintenance, by promptly performing the required maintenance within the notice period or, if such maintenance cannot be reasonably completed within such fourteen (14) day period, then CONTRACTOR shall contact the Public Works Director to obtain such additional time as is necessary. If additional time is obtained, CONTRACTOR shall immediately undertake necessary steps to perform said maintenance and shall diligently pursue the duties to completion within the time period agreed to by the Public Works Director. If CONTRACTOR fails to perform the required duties within the time period(s) specified by this paragraph, the CITY may enter upon the area for which proper notice has been served and perform such work as it considers reasonably necessary and proper to restore and/or maintain the landscaping. The CITY may act either through its own employees or through an independent contractor. The cost of such work shall be deducted from the amount owed to CONTRACTOR.

6.2 Continuing Default. CONTRACTOR agrees that in the event CONTRACTOR should default in the performance of the duties specified in Paragraph 3 herein for a continuous period of fourteen (14) days from Notice thereof to CONTRACTOR by the CITY and no additional time to cure such default has been given to CONTRACTOR by the CITY, the CITY may elect to terminate this Agreement by serving written notice to CONTRACTOR of such termination and upon such termination, all maintenance of the Improvements shall be performed by or under the direction of the CITY.

6.3 Any contractor in default of previous contracts with the City of Fairfield within the last three years will not be allowed to enter a bid for this contract without approval of the City Engineer prior to bid opening.

7. Option to Renew. By mutual agreement, the CITY and the CONTRACTOR may enter into an agreement for the extension of this Agreement for a period of an additional twenty four (24) months upon the same terms and conditions set forth herein with an negotiated adjustment not to exceed the October CPI, of the current contract year, for the San Francisco/Bay Area Urban Wage Earner. No more than four extensions will be granted of this Agreement. New work would be added at a cost increase agreed to by the Contractor and the City prior to beginning the work.

8. Hold Harmless Agreement. CONTRACTOR will indemnify, hold harmless, and assume defense of, in any actions of law or in equity, the CITY, its officers, employees, agents, and elective and appointive boards from all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature and description, directly, or indirectly, arising from the operations of CONTRACTOR, any subcontractor, or of any person directly or indirectly employed by, or acting as agent for CONTRACTOR, his subcontractor, in connection with the work to be performed under this Agreement, but not including the sole or active negligence or willful misconduct of the CITY. Subject to any applicable statutes of limitations, this indemnification shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the aforesaid operations as well as during the work's progress. Acceptance of insurance certificates required under this Agreement does not relieve CONTRACTOR from liability under this indemnity and hold harmless clause. This indemnity and hold harmless clause shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of CONTRACTOR's, or any subcontractor's operations regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Contractor's Insurance. CONTRACTOR shall not commence work under this Agreement or permit his subcontractor to commence work there under until CONTRACTOR shall have obtained or caused to be obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form, amount, and carrier. CONTRACTOR shall not allow any subcontractor to commence work on his subcontract until all insurance required of the CONTRACTOR or subcontractor shall have been so obtained and approved. Said insurance shall be maintained in force and effect during the performance of work under this Agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements, and shall specifically bind the insurance carrier.

(a). Workers' Compensation Insurance: CONTRACTOR shall obtain and maintain (or cause to be obtained and maintained) workers' compensation insurance for all CONTRACTOR's employees employed to maintain the Improvements. Proof of a qualified self-insurance program is acceptable. CONTRACTOR shall require any contractor or subcontractor similarly to provide workers' compensation insurance for all CONTRACTOR's or subcontractor's employees, unless such employees are covered by the protection afforded to CONTRACTOR. In case any class of employees engaged in work under this Agreement on the Properties is not protected under any workers' compensation law, CONTRACTOR shall provide and shall cause each subcontractor to provide adequate insurance for the protection of employees not otherwise protected.

CONTRACTOR hereby agrees to indemnify CITY for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance. CONTRACTOR shall provide the Public Works Director with a certificate of insurance indicating workers' compensation coverage prior to engaging in any activity required by this Agreement.

(b). Liability Insurance: CONTRACTOR shall obtain and keep in full force and effect during the term of this Agreement broad form property damage, personal injury, automobile, employers', and comprehensive form liability insurance in the amount of \$3,000,000 per occurrence provided: (1) that the CITY, its officers, agents, and employees shall be added as insureds under the policy; (2) that the policy shall stipulate that this insurance will operate as primary insurance as it relates to any insurance carried by the City; and (3) no other insurance effected by the CITY will be called upon to cover a loss covered thereunder. In the event that any of the aforesaid insurance policies provided for in this Paragraph 9 insures any entity, persons, boards, or commissions other than those mentioned in this paragraph, such policy shall contain a standard form of cross-liability endorsement, insuring on such policy CITY, its elective and appointive boards, commissions, officers, agents, and employees, CONTRACTOR and any subcontractor performing work covered by this Agreement.

10. Certificates of Insurance. CONTRACTOR shall file with CITY's Public Works Director upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this Agreement, without thirty (30) days written notice to the Public Works Director prior to the effective date of such cancellation, or change in coverage.

CONTRACTOR shall file with the Public Works Director concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

11. Contractor not Agent of City. Neither CONTRACTOR nor any of CONTRACTOR's agents, contractors, or subcontractors are or shall be considered to be agents of CITY in connection with the performance of CONTRACTOR's obligations under this Agreement.

12. No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

13. Termination of Agreement by the City. The CITY reserves the right to terminate this Agreement for convenience, for any reason or for no reason, at the CITY's sole discretion but not the performance of the CONTRACTOR. The CONTRACTOR is entitled to receive payment for work completed. Reasonable overhead and profit will be recognized for work completed. However, no allowances or compensation will be granted for the loss of any anticipated profit by the CONTRACTOR. Notice of the CITY's intent to terminate will be given ten (10) days prior by registered mail. Notice of termination will be followed after the tenth (10th) day. The CONTRACTOR will be required to remove all materials and personal property belonging to the CONTRACTOR with the ten (10) days.

14. Notices. All notices herein required shall be in writing, and delivered in person or sent by registered mail, postage prepaid.

Notices required to be given to CITY shall be addressed as follows:

City Engineer
Fairfield City Hall
1000 Webster Street
Fairfield, California 94533

Notices required to be given to CONTRACTOR shall be addressed as follows:

New Image Landscape Company
3250 Darby Common
Fremont, CA 94539

Any party or the surety may change such address by notices in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

15. Miscellaneous Terms and Provisions.

- (a) If any of this Agreement is adjudged invalid, the remaining provisions of it are not affected.
- (b) Notice to Contractor shall be considered to have been given to CONTRACTOR when sent to the address as stated above.
- (c) This writing contains a full, final, and exclusive statement of the Contract of the parties.
- (d) By executing this Agreement, CONTRACTOR authorizes and grants to the CITY or anyone acting on the CITY's behalf permission to enter upon the Properties subject to this Agreement to perform inspections and/or to perform any work authorized by this Agreement in the event of default by CONTRACTOR.

16. Local Employment Policy. "The City of Fairfield desires wherever possible, to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.

The CITY encourages an active affirmative action program on the part of its contractors, consultants, and developers.

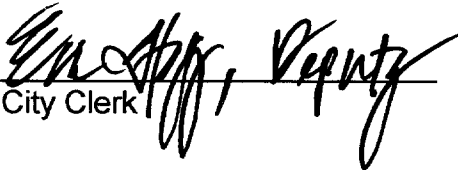
When local projects require, subcontractors, contractors, consultants and developers will solicit proposals from qualified local firms where possible.


As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth opposite their respective signatures.

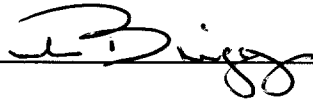
ATTEST:

CITY OF FAIRFIELD

By: 
City Clerk

By: 
City Manager Carl

NEW IMAGE LANDSCAPE COMPANY

By: 
Treasurer
Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

NEW IMAGE LANDSCAPE COMPANY

3250 Darby Common, Fremont, CA 94539

(Name and address of Contractor)

("Contractor") a contract (the "Contract") for the work described as follows:

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Sixty Thousand and 00/100

Dollars (\$ 60,000.00 _____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 12/1/2016


"Contractor"

"Surety"


NEW IMAGE LANDSCAPE COMPANY

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By:


Title

By:


Title
Nathan Varnold, Attorney-In-Fact

By:


Title

By:

Title

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

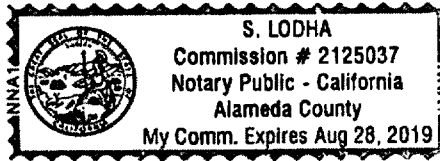
State of CALIFORNIA }
County of ALAMEDA } ss.

On Jan 5 '17 before me, Sunita Lodha
Notary Public, personally appeared Irene To Hughes - Briggs

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



S. Lodha
Signature

(seal)

.....
OPTIONAL INFORMATION

Date of Document _____

Thumbprint of Signer

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

Type of Satisfactory Evidence:

- ____ Personally Known with Paper Identification
____ Paper Identification
____ Credible Witness(es)

Capacity of Signer:

- ____ Trustee
____ Power of Attorney
____ CEO / CFO / COO
____ President / Vice-President / Secretary / Treasurer
____ Other: _____

☐ Check here if
no thumbprint
or fingerprint
is available.

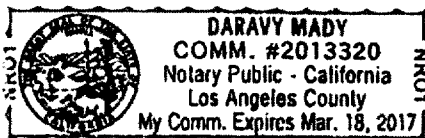
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

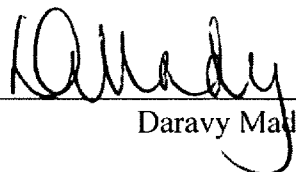
County of San Francisco

On DEC 01 2016 before me, Daravy Mady, Notary Public, personally appeared Nathan Varnold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Daravy Mady, Notary Public

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Simone Gerhard, KeAna Wapato-Conrad, James Ross, Nathan Varnold, Edward C. Spector, Thomas S. Branigan, Misty Wright, Marina Tapia and April Martinez of Aon Risk Services West, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

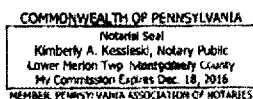
That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed



Notary Public

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

DEC 01 2016

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded to _____

NEW IMAGE LANDSCAPE COMPANY

3250 Darby Common, Fremont, CA 94539

(Name and address of Contractor)

("Contractor"), a contract (the "Contract") for the work described as follows:

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, material men, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Sixty Thousand and 00/100

Dollars (\$60,000.00 _____), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 12/1/2016

"Contractor"

NEW IMAGE LANDSCAPE COMPANY

By: 

President

Title

By: 

Treasurer

Title

"Surety"

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: 

Title

Nathan Varnold, Attorney-In-Fact

By: _____

Title

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
ATTACHED

(Seal)

(Seal)

Note: This bond must be executed and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

State of CALIFORNIA }
County of ALAMEDA } ss.

On Jan 5 '17 before me, Sunita Lodha,
Notary Public, personally appeared Irene T. Hughes-Briggs

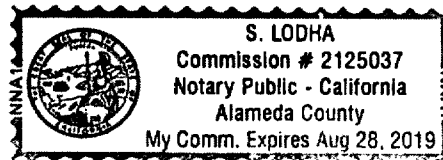
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sunita Lodha

Signature



(seal)

.....
OPTIONAL INFORMATION

Date of Document _____

Type or Title of Document _____

Number of Pages in Document _____

Document in a Foreign Language _____

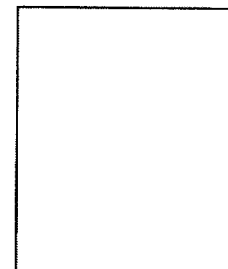
Type of Satisfactory Evidence:

- _____ Personally Known with Paper Identification
_____ Paper Identification
_____ Credible Witness(es)

Capacity of Signer:

- _____ Trustee
_____ Power of Attorney
_____ CEO / CFO / COO
_____ President / Vice-President / Secretary / Treasurer
_____ Other: _____

Thumbprint of Signer



☐ Check here if
no thumbprint
or fingerprint
is available.

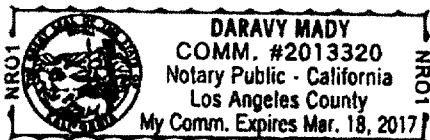
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California

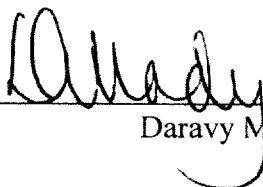
County of San Francisco

On DEC 01 2016 before me, Daravy Mady, Notary Public, personally appeared Nathan Varnold who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Daravy Mady, Notary Public

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Simone Gerhard, KeAna Wapato-Conrad, James Ross, Nathan Varnold, Edward C. Spector, Thomas S. Branigan, Misty Wright, Marina Tapia and April Martinez of Aon Risk Services West, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

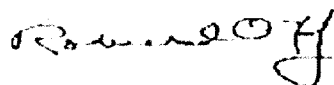
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

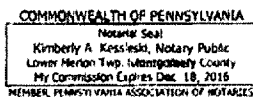
FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013

(Seal)


Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed



Notary Public

residing at:

Bala Cynwyd, PA

My commission expires:

December 18, 2016

(Notary Seal)

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

DEC 01 2016

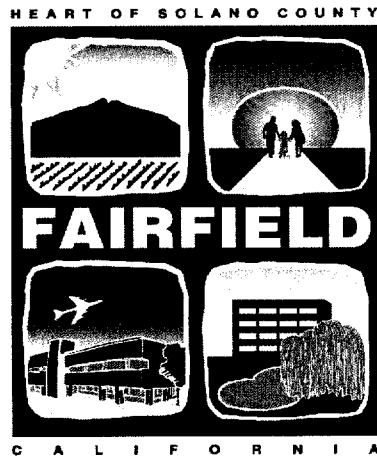
In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



ORIGINAL

Bid Prepared for:



Landscape Maintenance for the Downtown Lighting & Landscape Maintenance District

Proposals Due: October 20, 2016 @ 2:00 pm

Submitted by:

New Image Landscape Company
3250 Darby Common, Fremont, CA 94539
License # 719106



October 20, 2016

City of Fairfield
1000 Webster Street
Fairfield, CA 94533

RE: Landscape Maintenance for the Downtown Lighting & Landscape Maintenance District

On behalf of New Image Landscape Company, please accept the attached documents as our proposal for landscape maintenance services. We have reviewed the scope of work and as providers of high-quality landscape maintenance services we are sure to be able to execute all. We are particularly proud of the commitment and dedication of our professional staff and our ability to partner with municipalities to better, not only their landscape but the environment as well.

Thank you for the opportunity to provide you with a comprehensive landscape maintenance proposal. We look forward to the opportunity to work with you on this project. Please do not hesitate to call with any questions.

Sincerely,

New Image Landscape Company

Guillermo Ruvalcaba

Guillermo Ruvalcaba
Vice President

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the work, that he has examined the specifications and all contract documents, and hereby agrees to furnish all materials, labor, equipment, and perform all the work in accordance with said specifications and contract documents, **a period of approximately twenty four (24) months** from the date of the Notice to Proceed (anticipated to be January 1, 2017).

The undersigned further agrees that, upon written acceptance of this bid, he will within FIFTEEN (15) days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed.

Bids will be submitted for the entire work. Contract will be awarded on lowest base bid only.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work a unit price and a total price for the item, and for each lump sum item a total price for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth in the "Total Price" column shall be an extension of the unit price bid on the basis of the quantity for this item.

In case of discrepancy between the unit price and the total price set forth for a unit basis item, the unit price shall prevail, provided, however, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total Price" column, then the amount set forth in the "Total Price" column for the item shall prevail and shall be divided by the quantity for the item and the price thus obtained shall be the unit price.

Bidder acknowledges receipt of the following addenda:

1

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

BASE BID

Item No.	Item of Work	Unit	Quantity	Unit Price	Total Price
1.	Landscape Maintenance (Downtown District)	Month	24	\$2,500.00	\$60,000.00
TOTAL BID:				\$60,000.00	

Note: Contractor shall bid on all Base Bid Items. The basis of award shall be based of the Base Bid. Failure to bid on all items will be cause to reject contractor's bid.

REQUIRED INFORMATION

On occasion, the City of Fairfield may ask the contractor to perform work in addition to the regular duties. Prospective bidders are required to provide the following information, which will remain firm for the term of the contract:

METHOD OF PRICING IRRIGATION PARTS: 15% Markup on materials

EXTRA/EMERGENCY WORK, HOURLY RATE FOR ONE WORKER: _____

\$175/hour - first hour

\$100/hour - subsequent hours (2 hour minimum)

Prior to repairing any leaking irrigation pipe or sprinklers or performing any extra work that may be needed; the contractor will provide a job estimate outlining the scope of work to be performed. Said work will be approved by the Landscape Maintenance Manager (LMM) prior to beginning work. Extra work may include activities beyond the frequencies of maintenance as described in the Specifications. The LLM will request a proposal to perform such activities.

STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least three (3) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account. The contractor must have five (5) years of experience performing similar work on large-scale maintenance contracts. Lack of experience and good references are grounds to reject bids.

1. Account Name: City of Suisun
Address: 4555 Petersen Road, Suisun City, CA 94585
Contract Person/Title: Jeff Penrod
Phone Number: (707) 421 - 7349
Number of years servicing this account: 6
2. Account Name: City of Emeryville
Address: 1333 Park Avenue
Contract Person/Title: Dan Stevenson
Phone Number: (510) 596 - 4300
Number of years servicing this account: 16
3. Account Name: City of San Ramon
Address: 5000 Crow Canyon Road, San Ramon, CA 94582
Contract Person/Title: Scott Rennicks
Phone Number: (925) 973 - 2802
Number of years servicing this account: 1

Note: Failure to comply with this section and background check can be grounds for rejecting bid.

PROPOSAL QUESTIONNAIRE* Please see attached response to Proposal Questionnaire

Contractor will be **disqualified** if the questions are not answered.

Use additional sheets of paper to answer any of the questions.

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

See attached

2. Describe the type(s) of safety training your employees and the Quality Assurance Program that is directly related to the performance of the landscaping services requested.

See attached

3. What is the current number of employees working for your firm, will you be hiring to perform this work, will this contract spread your work force and resources thin?

See attached

4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance.

See attached

5. How many field crews does your firm intend to assign to each site, each day and how do you plan to meet the City's contract for completing all work that is required?

See attached

6. Describe on a separate sheet of paper your firm's work plan for each of the locations. The work plan shall include manpower, equipment, and time spent per day/week/month or as described in the contract, supervision, irrigation tech, and any specifics per the City's specification. Failure for the contractor to have proper manpower and resources will disqualify the bidder. The Landscape Maintenance Manager (LMM) has ultimate say, if proper resources are available by the contractor to meet the expectations of the contract by reviewing your work plans before the contract is awarded. In all cases, if the LMM determines that the contractor has not met the requirements, the contractor will not be awarded the contract or after the contract is awarded the contractor can be placed in default. It is the upmost importance that the contractor has significant amounts of manpower, resources, and materials to meet every level of this contract and comply fully with the seasonal, monthly, weekly and daily task. There will be no exceptions, and no excuses.

See attached

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

See attached

* Attach additional pages if needed

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 8.6 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, location of the shop or office and CSLB license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the landscape maintenance work of the project and that portion of the work to be performed by the subcontractor is as follows:

N/A		Sub Contr.	Portion of Work	Percent
Subcontractor's Name and Address		CSLB Lic. Number	or Item(s) of work to be performed	of Total Contract
1.		N/A		
2.		N/A		
3.		N/A		
4.		N/A		
5.		N/A		
6.		N/A		

Note: Attach additional sheets if required.

NONCOLLUSION AFFIDAVIT TO BE EXECUTED
BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Treasurer of New Image Landscape, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 10/19/2016 (date) at Fremont (city), California (state).

Oct 19, 2016
(Date)

[Signature]
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED

SEE
ACKNOWLEDGMENT
JURAT
⑤ 10-19-16

New Image Landscape Company

Name of Firm

3250 Darby Common, Fremont, CA 94539

Business Address

(510)-226 - 9191

Phone Number



Signature of Responsible Official

Contractor's License:

a. Class: C27/C61/D49

b. Number: 719106

c. Expiration Date: 2/28/2018

d. FEI Number: 94-3235925

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

New Image Landscape Company

President - Brian Takehara

Vice President - Guillermo Ruvalcaba

Treasurer - Irene Briggs

Secretary - Brian Jamison

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

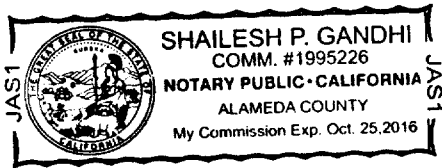
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Alameda)
 On 10-19-16 before me, Shailesh P. Gandhi, Notary Public
 Date Here Insert Name and Title of the Officer
 personally appeared Inene Briggs
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Shailesh Gandhi
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

DOWNTOWN LIGHTING & LANDSCAPE MAINTENANCE DISTRICT

WHEREAS NEW IMAGE LANDSCAPE COMPANY
3250 Darby Common, Fremont, CA 94539

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of Ten Percent of Amount Bid

Dollars (\$ 10% of Amount Bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverage's, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: 10/12/2016

"Contractor"

NEW IMAGE LANDSCAPE COMPANY

By: _____

Title Treasurer

By: _____

Title

"Surety"

PHILADELPHIA INDEMNITY INSURANCE COMPANY

By: _____

Title James Ross, Attorney-In-Fact

By: _____

Title

(Seal)

(Seal)

Note: *This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.*

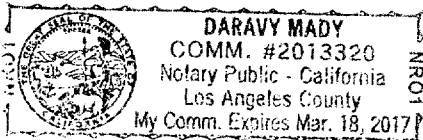
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On OCT 12 2016 before me, Daravy Mady, Notary Public, personally appeared James Ross who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

A handwritten signature in cursive script, appearing to read "Daravy Mady", written over a horizontal line.

Daravy Mady, Notary Public

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Simone Gerhard, KeAna Wapato-Conrad, James Ross, Nathan Varnold, Edward C. Spector, Thomas S. Branigan, Misty Wright, Marina Tapia and April Martinez of Aon Risk Services West, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00.

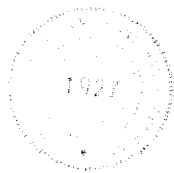
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** at a meeting duly called the 1st day of July, 2011.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

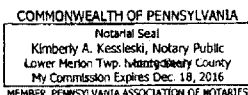
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10TH DAY OF JUNE 2013.

(Seal)



Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 10th day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

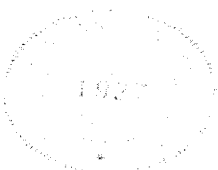
My commission expires:

December 18, 2016

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10TH day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20____

OCT 12 2016



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



Proposal Questionnaire

1. How many years has your company been in the business of providing landscaping services, and what geographical areas does your firm provide landscaping service to?

New Image Landscape Company has been providing full-service landscape maintenance, tree and irrigation services since our inception in 1996. Over the last 20 years, we have expanded to now have six maintenance yards located in Fairfield, Benicia, Sacramento, Livermore, Fremont and Salinas.

2. Describe the types of safety training your employees and the Quality Assurance Program that is directly related to the performance of the landscaping services requested.

All of our employees attend annual safety trainings such as HIPPA, Pesticide Training and operating machinery workshops. Our Account Managers hold daily safety briefings at each yard in the morning before crews are sent out to the field. These briefings review safe practices and proper handling of machinery and other equipment. It is very important to constantly stress the importance of safety so that safe practices happen on a regular basis in the field.

Our Quality Assurance program is handled by the hierarchy of supervision in our company. Our Account Managers are responsible for overseeing all employees and contracts that are run out of their designated yard. We would be servicing the City of Fairfield from our Fairfield yard, which is managed by our Account Manager, David Culbertson. Segi has been working with New Image for 5 years and is very experienced and knowledgeable of the landscaping industry. David is supported by his senior supervisor Francisco Ramirez, who has been working with the City of Fairfield for a very long time. Francisco is also very knowledgeable of the landscaping industry and has extensive experience in Fairfield specifically. The Fairfield yard is also staffed with a full-time irrigation technician to handle irrigation work for clients.

All of the jobs that are serviced by the Fairfield yard have a hierarchy of supervision to ensure that the site is being taken care of properly. The **foremen** are responsible for inspecting the job each day as they are the first and last ones on site. All crews meet for a daily briefing before heading out to the job sites, and also gather at the end of the day to check in with their supervisor. At this time, they are to report any issues found on the job site. This could include a broken sprinkler, dead tree, dying grass, etc. The issue will then be addressed and properly taken care of on the next service day. If there is an emergency situation, for instance a hanging branch that is a safety violation, it will be reported to the supervisor and Account Manager, and a crew will be sent to take care of it right away.

Supervisors report to David Culbertson, Fairfield Account Manager. The supervisors meet with Account Managers on a daily basis to review job progress, upcoming meetings, new work, etc. They are also onsite each day, looking over the crews to make sure they are on task and working efficiently. The supervisors also serve as a point of contact to our clients, and are capable of communicating with them and meeting onsite for inspections and walkthroughs.



Account Manager, David Culbertson is responsible for overseeing all crews, irrigation technicians and supervisors out of the Fairfield yard. He often delivers the daily morning meeting with the crews, where they review safety and the agenda for the day. David coordinates the schedule for the Fairfield yard. He also delegates a supervisor to report to different job sites to create a balanced and well supervised rotation of accounts. Throughout the day, David is also on job sites overseeing the crews and inspecting the landscape. He is also available to meet with clients onsite and does this quite frequently throughout the week.

Operations Manager, Guillermo Ruvalcaba has been with New Image for over twenty years and is responsible for overseeing all six of our Account Managers, as well as our accounts company-wide. Guillermo meets with each Account Manager on a weekly basis to review jobsite progression, new accounts, extra-work projects, etc. He also helps in the bidding process for many of our large accounts, and then helps to coordinate crews and equipment once a contract is awarded to us. Guillermo is constantly inspecting our job sites to add a fourth level of supervision to our accounts. He is another point of contact for our clients and is also available to meet onsite for walkthroughs. Guillermo is also the Vice President of New Image Landscape and has a lot of respect from our Account Managers and field staff with his extensive history in the landscaping industry and at New Image.

3. What is the current number of employees working for your firm, will you be hiring to perform this work, will this contract spread your work force and resources thin?

We currently have just over 150 employees at New Image. This has grown tremendously since when we were incorporated in 1996. We currently work with the City of Fairfield, holding the Downtown LLMD and Gateway LLMD contracts as well as others. With this said, it will be very easy for us to transition into the Community Parks account because our crews are in the area already. Anytime we are awarded a new contract, we never use new employees to begin the work. We would staff this account with veteran employees that are familiar with our techniques and practices at New Image. With six yards, we also have the ability to move around equipment and employees as necessary. If we are awarded this account, we are confident that we can service it to exceed expectations of the City, and it would not spread our work force and resources thin.

4. Provide a standard detail worksheet assignment for an average day dealing with multiple sites without compromising the maintenance.

Please see our attached sample schedule. This is a spreadsheet that we use to schedule our crews, showing where they will be each day of the week and the tasks that are to be accomplished. You can see in the table at the bottom right, we keep track of how many times a task has been performed and the frequency that is required for this account.



5. How many field crews does your firm intend to assign to each site, each day and how do you plan to meet the City's contract for completing all work that is required?

We plan to service the Downtown LLMD with one (1) 3-man crew, three days per week. This crew would service this account on Monday, Wednesday and Friday each week for about two hours each morning. We plan to meet the City's Contract requirements by having a thorough understanding of the expectations and scope of work. Our irrigation technician will be available to handle irrigation work for the City, and our Tree Division will support our crew on this account to manage the tree work. We also have separate crews available to handle Extra Work so that our regular crew is not understaffed. We have allocated significant time, man-power and equipment to properly service this account.

6. Describe on a separate sheet of paper your firm's work plan for each of the locations. The work plan shall include manpower, equipment, and time spent per day/week/month or as described in the contract, supervision, irrigation tech and any specifics per the City's specification.

We plan to service the Downtown LLMD with one (1) 3-man crew, three days per week. This crew would service this account on Monday, Wednesday and Friday each week for about two hours each morning. This is equivalent to eighteen (18) hours per week, and seventy-two (72) hours per month. This crew will be staffed with a foreman and two other laborers. The foreman is responsible for inspecting the jobsite each day, and reporting any issues to the account supervisor or account manager. Francisco Ramirez is our Fairfield account supervisor and will also be overseeing this account. He is available to meet with City of Fairfield personnel for job walks and is in constant communication with clients. Account manager, David Culbertson will also be overlooking this account to ensure that all requirements are being met. David is also available to meet with the City for site inspections and other related inquiries. With six yards and over 170 employees, we have the ability to move manpower and equipment around as needed. Our company-wide resources allow us to service large accounts similar to the City of Fairfield. All of our equipment is in good condition because we are constantly purchasing new to stay up to date with the current trends of the landscaping industry. We are confident that we have enough time, man-power and equipment to service this account and exceed the City of Fairfield's expectations.

7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also include the person's title, telephone number, address and Internet E-mail address.

David Culbertson – Account Manager
(530) 402 – 3422
1801 Woolner Avenue, Fairfield, CA 94533
dculbertson@newimagelandscape.com

Francisco Ramirez – Account Supervisor
(510) 376 – 0087
1801 Woolner Avenue, Fairfield, CA 94533
framirez@newimagelandscape.com

Monday	Tuesday	Wednesday	Thursday	Friday
		Landscape Clean-Up B-1, B-2	Landscape Clean-Up B-3, B-4	3
6	7	8	9	10
Mow/Blow/Edge Lawn Areas B-1, B-2, B-3, B-4, B-5, B-6	Landscape Clean-Up B-5, B-6	Landscape Area Weed Control B-6	Landscape Area Weed Control B-5	
13	14	15	16	17
Mow/Blow/Edge Lawn Areas B-1, B-2, B-3, B-4, B-5, B-6	Landscape Area Weed Control B-3, B-4	Landscape Area Weed Control B-1, B-2	Open Space Weed Control B-7	
20	21	22	23	24
Mow/Blow/Edge Lawn Areas B-1, B-2, B-3, B-4, B-5, B-6	Turf Fertilization B-1, B-2, B-3	Turf Fertilization B-4, B-5, B-6		
27	28	29	30	
Mow/Blow/Edge Lawn Areas B-1, B-2, B-3, B-4, B-5, B-6	Shrub & G/C Pruning B-1, B-2	Shrub & G/C Pruning B-1, B-2	Open Space Weed Control B-7	

Task	Areas	Scheduled	Completed	Per Year
Mow/Blow/Edge	B-1 to B-6	4		40
Turf Fertilization	B-1 to B-6	1		3
Turf Aeration	B-1 to B-6	0		3
Landscape W/C	B-1 to B-6	1		12
Open Space W/C	B-1 to B-6	0		2
Shrub & G/C Pruning	B-1, B-2	1		3
Shrub & G/C Fertilizat	B-1 to B-6	0		2
Landscape Clean-Up	B-1 to B-6	1		12
Open Space W/C	B-7	2		21

Beg of Arl, June, Sept
End of Mar, May, Aug
Monthly
May, July
Rotating (all within 4 mons)
Beg of Sept, Mar
Monthly
2xmon (Dec-Feb 1x)

CITY OF FAIRFIELD
STATE OF CALIFORNIA

LANDSCAPE MAINTENANCE OF THE

~~DOWNTOWN DISTRICT~~

Addendum No. 1

September 22, 2016

This constitutes Addendum No. 1 to the Contract Documents for the Landscape Maintenance of the Downtown District. The Bidder shall acknowledge receipt of this Addendum on Page P-1 of the Bidder's Proposal (Blue Section) as well as Page A-2 of the Landscape Maintenance Agreement and Page SP-1 of the Special Provisions. Please attach this signed Addendum to the Bidder's Proposal when submitted.

PROJECT SPECIFICATIONS

Landscape Maintenance Agreement:

- 1) Page A-2, Section 3. Duty to Maintain Improvements, is Revised as listed below:

CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto.

Replace: page "A-2" of the contract documents with the attached "A-2A (revised per Addendum 1)"; **Submit With Bid.**


Special Provisions:

- 2) Page SP-1, Section 2. Contract Period, is Revised as listed below:

This contract may be extended for four additional two-year terms upon written consent of the contractual parties. There will be no more than four 2-year contract extensions.

Replace: page "SP-1" of the contract documents with the attached "SP-1A (revised per Addendum 1)"; **Submit With Bid.**

APPROVED:


Julie B. Lucido, P.E.
City Engineer

ACKNOWLEDGEMENT:


CONTRACTOR

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

3. Duty to Maintain Improvements. CONTRACTOR agrees to diligently maintain and care for the covered Improvements, using generally accepted methods for cultivation and watering in accordance with the standard of care and maintenance set forth in the "Special Provisions" hereto. The intent of such standard of care and maintenance is to provide for the life, growth, health and beauty of landscaping including cultivation, irrigation, trimming, spraying, fertilizing or treating for disease or injury to maintain the landscaping in a healthy, thriving, weed free condition, and to prevent it from deteriorating to the extent that its value as landscaping is reduced or destroyed.

4. Payment of Maintenance Costs. CONTRACTOR and the CITY agree that commencing January 1, 2017, the CITY will pay CONTRACTOR the Contract Sum plus any approved extras for maintaining the covered Improvements ("Covered Maintenance Cost", as defined below). On the tenth day of each month, CONTRACTOR shall deliver to the CITY a billing for the Covered Maintenance Costs incurred by CONTRACTOR for the previous month, together with supporting documentation therefore, and such costs shall be paid to CONTRACTOR within thirty (30) days of receipt of said invoice. As used herein, the term "Covered Maintenance Costs" shall mean the Contract Sums as bid by the CONTRACTOR and other costs and expenses approved by the CITY as Extra Work associated with the care and maintenance of the Covered Improvements hereto.

4.1 Contract Sum. The CONTRACTOR will accept, in full payment and compensation for the furnishing of said labor and materials, etc., as aforesaid, and doing all of the work contemplated and embraced in this Agreement, also for all loss or damage arising out of the nature of the work to be done under this Agreement, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the progress of said work during the twenty-four month Maintenance Period, for the sums not to exceed as follows:

LANDSCAPE MAINTENANCE OF DOWNTOWN DISTRICT

SPECIAL PROVISIONS

1) **BUSINESS LICENSE**

The Contractor shall possess a valid City of Fairfield Business License.

2) **CONTRACT PERIOD**

The contract period shall be a two-year term commencing **January 1, 2017**. This contract may be extended for four additional two-year terms upon written consent of the contractual parties. There will be no more than four 2-year contract extensions.

3) **CONTRACTOR ORIENTATION**

The City will conduct a **MANDATORY** contractor orientation after award and prior to start-up of the contract. The City may require that all employees that will be assigned to work on the contract shall attend the orientation. Failure to attend will result in contract termination.

4) **SCOPE OF WORK**

GENERAL: The Contractor shall furnish all labor, materials, equipment and other services necessary for the complete maintenance of all the landscaped areas and irrigation in areas as described herein. Landscape areas are defined as all lawn areas, trees, shrubs, header boards, decomposed granite pathways, concrete sidewalks, curbs and gutters, V-ditches, retaining walls, mowing strips, barked areas, ground cover, flower beds, water features, signs, lights and paved areas as presently exist. Installation of new landscaping in areas not currently meeting the above definition will be negotiated as separate items and as such are not included in this agreement.

- A) Contractor shall be responsible for all irrigation beyond the water meter. This will include, but not be limited to all backflow prevention devices less than 4-inches in size, irrigation piping, wire, controllers, remote control valves, quick coupler valves, sprinkler heads, bubblers and any other delivery of irrigation water to landscape areas.
- B) In order to receive full consideration, bids must fully follow these special provisions and the Invitation for Bids general considerations.